



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Extend the Term of the Contract with SAIC Energy, Environment & Infrastructure, LLC of Hendersonville, Tennessee for an Electric System Arc Flash Study

MEETING DATE: December 19, 2012

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the term of the contract with SAIC Energy, Environment & Infrastructure, LLC of Hendersonville, Tennessee for an electric system arc flash study.

BACKGROUND INFORMATION: On October 12, 2012 the City Council adopted a resolution authorizing the City Manager to enter into a Professional Services Agreement with SAIC Energy, Environment & Infrastructure, LLC for an electric system arc flash study. This agreement is due to expire on December 31, 2012. This date was set prior to completion of all legal review and receipt of insurance documents. As a result additional time is required to complete this work. Therefore, staff recommends extending the contract to March 31, 2013. All other terms and conditions of the agreement will remain the same.

FISCAL IMPACT: Not applicable.

FUNDING: Not applicable.


Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

EAK/WH/1st

APPROVED: 
Konradt Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC

THIS CONTRACT AMENDMENT made and effective this ____ day of _____, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter, called "CITY", and SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC hereinafter called "Contractor."

WITNESSETH:

CONTRACT: Contractor **and** City, entered into a contract for SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC, on October 12, 2012. Contractor and City now desire to extend the term of the contract but not the total compensation.

2. TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on January 1, 2013 and terminating March 31, 2013. All other terms and conditions will remain as **set** forth in the Contract for SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the compensation called for in paragraph 3.1

CITY OF LODI, a municipal corporation

CONTRACTOR

KONRADT BARTLAM
City Manager

SAIC ENERGY, ENVIRONMENT &
INFRASTRUCTURE, LLC

Attest:

By: Keith Muller

Title: VP- Managing Director
T&D Planning

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

EXHIBIT A**AGREEMENT FOR PROFESSIONAL SERVICES**

ARTICLE I
OF THE AGREEMENT

Section 1.1 Parties

THIS AGREEMENT is entered into on 10/12, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SAIC Energy, Environment & Infrastructure, LLC (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for an Electric System Arc Flash Study (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR'S capabilities and on the qualifications of CONTRACTOR's principals and Staff as identified in its proposal to CITY. The Scope of Services shall ~~be~~ performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTORs project Staff ~~prior~~ to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services {Exhibit A) and is prepared to and can perform ~~all~~ services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on October ¹²~~4~~, 2012 and terminates upon the completion of the Scope of Services or on December 31, 2012, whichever occurs first.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same ~~is~~ personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Weldat Haile, Sr Power Engineer

To CONTRACTOR: SAIC Energy, Environment & Infrastructure, LLC
131 Saundersville Road, Suite 300
Hendersonville, TN 37075
Attn: Keith Mullen

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder, CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties,

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, **shall** be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect **all** such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, **all** information collected, **work** product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.


§ 4.21 Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit _____ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written,

CITY OF LODI, a municipal corporation

ATTEST:



RANDI JOHL
City Clerk



KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: 

CONTRACTOR: SAIC Energy, Environment, and
Infrastructure, LLC.

By: 

Title: VP - Managing Director T&D Planning

Attachments:
Exhibit A - Scope of Services
Exhibit B - Fee Proposal
Exhibit C - Insurance Requirements

Funding Source: 160612.7323
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012

EXHIBIT A

**To Agreement between SAIC Energy, Environment & Infrastructure, LLC
and City of Lodi, CA
Scope of Services and Schedule for
Electric System Arc Flash Study**

Introduction

The **2012 NESC 410.A.3** rule states, *“the employer shall ensure that an assessment is performed to determine potential exposure to an electric arc for employees who work on or near energized lines, parts or equipment.”* Based on this requirement, the City of Lodi (Client or Lodi) desires the development of an Electric System Arc Flash Study.

The Client serves approximately **28,910** electric customers located in Lodi, California, and provides service through a 60/34.6-kV sub-transmission system and **29** distribution feeders operated at 12.0/6.9 kV. Consultant will provide an analysis of the Lodi electric system based on the following:

- **IEEE Standard 1584**
- Current engineering models of the existing system
- Arc Flash module in Milsoft's WindMil®
- ArcPro software from Kinetrics, Inc.
- a Source impedances for the substations' 60/34.6 kV and 12.0/6.9 kV buses
- Existing overcurrent protection scheme, devices, and settings

Scope of Services

Task 1: Data Collection

The following data is required **from** Client for the development of the Electric System Arc Flash Study (electronic copies **may** be submitted, where appropriate):

- a **Up-to-date** system models (WindMil) including:
 - The allocation of the most recent system **peak loads**
 - Substation source impedances
 - Recloser **types**, sizes, existing settings, and locations
 - Fuse types, sizes, and locations
 - Capacitor bank and **regulator** sizes and locations
- Primary wire sizes and **lengths**
- **Standard** distribution **transformer** sizes and manufacturer's specifications
- Standard distribution transformer fuse sizes

EXHIBIT A

**To Agreement between SAIC Energy, Environment & Infrastructure, LLC
and City of Lodi, CA
Scope of Services and Schedule for
Electric System Arc Flash Study**

Task 2: Model Device Database Development

Consultant will review the existing WindMil engineering models of the Lodi electric system, and perform the following in preparation for the development of the Electric System Arc Flash Study. A total of 16 man-hours has been allocated to this task and includes the following:

- Update equipment definitions based on manufacturer's specifications and settings provided by Client for the following:
 - Substation relays/breakers
 - Line reclosers and fuses
 - a Regulators and capacitors
- Verify the LightTable device database for protective devices in the WindMil® engineering models of the Lodi electric system
- a Collaborate with Client to resolve warnings and errors identified in the existing WindMil engineering models of the Lodi electric system

Task 3: Kick-off Meeting

Consultant will meet at the Client's office to:

- Collect the remaining information requested
- Review and approve the existing WindMil engineering models of the Lodi electric system
- Discuss the following with the Client management and engineering staff
 - Utility requirements and project scope
 - Arc Flash analysis methodology
 - Existing overcurrent protection philosophy and its potential impact on arc energy
 - Potential impact of the analysis results on system operations
 - Project schedule and responsibilities
- Submit a summary of information collected and discussed at the initial meeting to Client for review and approval

Task 4: Arc Flash Analysis

Consultant will utilize the WindMil models of the Lodi electric system to perform the following tasks:

- Determine the range of arc energy available based on the following:
 - Calculated range of maximum fault currents available on the 60/34.6-kV and 12.0/6.9-kV buses and switchgear at the existing substations serving the Lodi electric system
 - calculated range of maximum fault currents available on the distribution system, based on the WindMil model
 - Existing overcurrent protection scheme, device locations and settings

EXHIBIT A

**To Agreement between SAIC Energy, Environment & Infrastructure, LLC
and City of Lodi, CA
Scope of Services and Schedule for
Electric System Arc Flash Study**

- Arc Flash module in WindMil
- ArcPro software from Kinectrics, Inc.
- Use Table 410-1 in the 2012 NESC to determine the arc energy for the secondary system components included in the system model.
- Summarize the calculated results in Cal/cm²
- Provide a *summary* of the calculations to Client for review and approval

Task 5: Draft Report Preparation

Consultant will:

- Prepare a draft report describing the assumptions, analysis, and recommendations of the Electric System Arc Flash Study
- System map illustrating the calculated arc energy
- Submit the draft report to Client for review and approval

Task 6: Draft Review Meeting

Consultant will meet with Client management and engineering staff on-site for a one day meeting to review the existing draft report and discuss the following:

- Analysis methodology and assumptions
- Analysis results
- Recommended modifications to the draft report of the Electric System Arc Flash Study as necessary to create the final document

Task 7: Final Document and Delivery

Consultant will:

- Modify the draft report of the Electric System Arc Flash Study to create the final document for delivery to Client for the internal use, as necessary
- Finalize the system map illustrating the calculated arc energy
- Deliver three copies in a three-ring binder of the final document and system map to Client, including electronic files of spreadsheets, documents and engineering models from the study on a CD

Task 8: Presentation

Consultant will:

- Deliver a presentation of the analysis methodology, assumptions, and results for the Electric System Arc Flash Study to the Client engineering, operations, and management staff

EXHIBIT A
To Agreement between SAIC Energy, Environment & Infrastructure, LLC
and City of Lodi, CA
Scope of Services and Schedule for
Electric System Arc Flash Study

Schedule

As mutually agreed

Additional Services

The following additional services **can** be provided subject to establishment of a mutually agreeable adjustment to the Scope of Services, schedule, and fee.

- Meeting(s) at Lodi's office in addition to the Kick-off Meeting included in **Task 3**, the Draft Review Meeting in **Task 6**, and the Presentation in **Task 8**
- Additional analysis to evaluate alternate system configurations and device settings

EXHIBIT B

**To Agreement between SAIC Energy, Environment & Infrastructure, LLC
and City of Lodi, CA
Fee Proposal for
Electric System Arc Flash Study**

Fee for Services:

The ~~fee~~ for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates ~~as~~ of the date of its monthly invoice plus all reasonable expenses directly related to the services furnished under this Agreement.

The fee for the services under this Agreement will not exceed a maximum of Forty-Five Thousand, Seven Hundred Dollars (\$45,700), on the basis of the Scope of Services outlined in this Agreement and the anticipated level of effort, without obtaining the prior written authorization of Client. The Parties acknowledge that the authorization ceiling (not-to-exceed) is not meant to constitute a fixed fee or a limitation under which the Consultant provides services that are not included in the agreed upon Scope of Services. Notwithstanding anything to the contrary herein, the Consultant will not be required to furnish services or incur expenses for work not included in the Scope of Services without written authorization (including email) from the Client committing to additional funding.

Payment:

Client shall ~~pay~~ Consultant ~~for~~ services furnished under this Agreement upon submission of monthly invoices in ~~an~~ amount equal to actual hours of services furnished multiplied by Consultant's current billing rates. Additionally, Client shall reimburse Consultant monthly for reasonable expenses at cost.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$2,000,000 Ea. Occurrence
\$4,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$2,000,000 - Ea. Occurrence |
|---|--|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: **221 West Pine Street, Lodi, California, 95241-1910;** (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the **certificate** of insurance with the following endorsements, which may be blanket endorsements, shall be furnished to the City:

- (a) **Additional Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Completed Operations Endorsement**
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) **Severability of interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, **221 W. Pine St., Lodi, CA 95240.**

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the **site** of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for **all of the** latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any **class of** employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, **221 W. Pine St., Lodi, CA 95240.**

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services Attn: Barbara Llewellyn (213.346.5102) California Insurance License 0437153 777 South Figueroa Street Los Angeles, CA 90017 075988-SAIC-ALL-2012	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co. of Pittsburgh PA INSURER B: New Hampshire Insurance Company INSURER C: Insurance Company Of The State Of PA INSURER D: N/A INSURER E: N/A INSURER F:	APPROVED Risk Management SEP 17 2012 By: <i>[Signature]</i>	NAIC # 19445 23841 19429 N/A N/A
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COVERAGES**CERTIFICATE NUMBER:**

LOS-001401811-11

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL 4408364	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA 4982717 (AOS) CA 4982719 (MA) CA 4982718 (VA)	04/01/2012 04/01/2012 04/01/2012	04/01/2013 04/01/2013 04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	13273113	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 033464518 (AOS) WC 033464519 (CA) WC 033464521 (WI, MA, WY) WC 033464520 (FL)	04/01/2012 04/01/2012 04/01/2012 04/01/2012	04/01/2013 04/01/2013 04/01/2013 04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

E: Electric System Arc Flash Study.

ie Certificate Holder is additional insured as to respects to the GL and AL policies referenced above, but only with respect to the services by named insured under contract by the certificate holder. A waiver of brogation is provided in favor of the additional insureds. Such insurance is primary and non-contributory to any other insurance that may be available to the additional insured where required by contract.

CERTIFICATE HOLDERCity of Lodi
Electric Utility Department
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

James L. Vogel

[Signature]

AGENCY CUSTOMER ID: 075908

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED SAIC Energy, Environment and Infrastructure, LLC - a wholly owned subsidiary of Science Applications International Corporation One Benham Place Oklahoma City, OK 73114	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage is provided by the Washington State Department of Labor & Industries program. Stop Gap Employers Liability insurance for the state of Washington is provided under the above referenced workers compensation policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of

Policy No. GL 440-63-64 Issued to SAIC, INC.

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Authorized

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of
Policy No. GL 440-63-64 issued to SAIC, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II -WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

RESOLUTION NO. 2012-157

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH SAIC
ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC,
OF HENDERSONVILLE, TENNESSEE

=====

WHEREAS, the Occupational Safety and Health Administration (OSHA) requires employers to assess the workplace to determine if hazards are present, or likely to be present, and have each employee use appropriate personal protection equipment; and

WHEREAS, regulations require employers to perform a flash hazard analysis on electrical power systems to determine the level of hazard and the appropriate personal protective equipment to avoid potential electrical arc-flash injuries such as shock, burns, hearing loss, arc blast, shrapnel, lung damage, or even death; and

WHEREAS, the Electric Utility Department's (EUD) existing arc flash study is outdated. In November 2004, an initial arc flash study was conducted only for substations; since then, significant changes to the City's electric distribution system have been made, including load growth, distribution upgrades, and reconstruction of Killelea Substation, all of which limit the applicability of that study; and

WHEREAS, to remain in compliance with OSHA safety requirements, EUD staff recommends updating the arc flash study for the electric distribution system to comply with industry standards; and

WHEREAS, SAIC (previously R.W. Beck Inc.) has been identified as the company best-suited to perform this work because it recently created a model of the EUD's electric distribution system for power flow studies; that model will be used in the arc flash study; SAIC's familiarity with Lodi's electric system means a lower-cost study with a faster turnaround time, making it the preferred contractor; and

WHEREAS, the use of appropriate personal protective equipment will most importantly provide a safe work environment and will also mitigate excessive liability expenses; and

WHEREAS, funding for this work is included in Fiscal Year 2012/13 Budget Account No. 160612.7323.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into a professional services agreement with SAIC Energy, Environment, & Infrastructure, LLC, of Hendersonville, Tennessee, to perform an electric system arc flash study for the entire electric distribution system of the City of Lodi at a cost not to exceed \$45,700.

Dated: October 3, 2012

=====

I hereby certify that Resolution ~~No.~~ 2012-157 ~~was~~ passed and adopted **by** the City *Council* of the City of **Lodi** in a regular meeting held October 3, 2012, ~~by~~ the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and **Mayor** Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

RESOLUTION NO. 2012-205

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXTEND THE
TERM OF THE CONTRACT WITH SAIC ENERGY,
ENVIRONMENT & INFRASTRUCTURE, LLC, OF
HENDERSONVILLE, TENNESSEE, FOR AN ELECTRIC
SYSTEM ARC FLASH STUDY

=====

WHEREAS, on October 12, 2012, the City Council adopted Resolution No. 2012-157 authorizing the City Manager to enter into a Professional Services Agreement with SAIC Energy, Environment & Infrastructure, LLC for an electric system arc flash study; and

WHEREAS, this agreement is due to expire on December 31, 2012; and

WHEREAS, this date was set prior to completion of all legal review and receipt of insurance documents, as a result additional time is required to complete this work; and

WHEREAS, staff recommends extending the contract to March 31, 2013; and

WHEREAS, all other terms and conditions of the agreement will remain the same.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to extend the term of the contract with SAIC Energy, Environment & Infrastructure, LLC for an electric system arc flash study, with all other terms and conditions of the agreement to remain the same.

Dated: December 19, 2012

=====

I hereby certify that Resolution No. 2012-205 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 19, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, Katzakian, Mounce,
and Mayor Nakanishi

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk